

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: December 17, 2009

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

**REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-28426/0069550408

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Raymond J. Mense
Debtor.

Wells Fargo Bank, N.A.
Movant,
vs.

Raymond J. Mense, Debtor, S. William Manera,
Trustee.

Respondents.

No. 2:09-bk-28440-RTB

Chapter 7

ORDER

(Related to Docket #11)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

...

...

1 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed
2 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
3 property which is the subject of a Deed of Trust dated November 13, 2006 and recorded in the office of
4 the Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Raymond
5 J. Mense has an interest in, further described as:

6
7 Unit 1034, of COLLEGE PARK WOODS CONDOMINIUM, according to Declaration of
8 Horizontal Property Regime recorded April 16, 1985 in 85-168096, official records, and
9 Declaration of Annexation recorded May 6, 1985 in 85-204779, official records and per Map
10 recorded in Book 278 of Maps, Page 18, in the office of the County Recorder of Maricopa
11 County, Arizona.

12 TOGETHER WITH a proportionate interest in and to the common areas, as set forth in said
13 Declaration of Horizontal Property Regime and as shown on said Plat.

14 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
15 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
16 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
17 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
18 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

19 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
20 to which the Debtor may convert.

21
22 DATED this ____ day of _____, 2009.

23
24
25
26

JUDGE OF THE U.S. BANKRUPTCY COURT